

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

JANE DOE  
PLAINTIFF

V.

VERIZON WIRELESS (VAW), LLC,  
VERIZON WIRELESS SERVICES LLC,  
VERIZON WIRELESS TEXAS, LLC, AND  
TIMOTHY EUBANKS,  
DEFENDANTS.

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CASE NO. 3:19-cv-01585-G

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**DEFENDANTS' MOTION TO COMPEL ARBITRATION AND TO STAY  
PROCEEDINGS PENDING COMPLETION OF ARBITRATION**

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COMES NOW Defendants Cellco Partnership d/b/a Verizon Wireless, improperly named as Verizon Wireless (VAW), LLC, and Verizon Wireless Texas, LLC (collectively "Verizon") move, by and through its counsel, for an Order compelling arbitration of Plaintiff "Jane Doe's" claims, and staying proceedings pending the completion of arbitration. In support of this motion, Verizon relies on its Brief in Support, which is being filed together with this motion and is incorporated herein by reference.

**I.**  
**MOTION TO COMPEL ARBITRATION**

In her Complaint, Plaintiff has alleged claims against Verizon for (1) breach of confidentiality, (2) negligence, and (3) invasion of privacy based on the allegation that Plaintiff's spouse was allowed unauthorized access to Plaintiff's Verizon account as the result of Verizon's purported acts and omissions.

Plaintiff's claims arise from Plaintiff's Verizon account (the "Account"). The Account is governed by the terms and conditions set forth in the My Verizon Wireless Customer Agreement (the "Customer Agreement"). Plaintiff was provided with or directed to a copy of the Customer Agreement, and accepted its terms, when she created the Account on November 4, 2012 and again when she upgraded the device associated with the Account on October 7, 2017.

Included in the Customer Agreement is an arbitration provision (the "Arbitration Agreement") that governs any dispute that in any way relates to or arises out of the Customer Agreement or from any equipment, product or services provided by Verizon, including any disputes with a Verizon employee or agent. The Arbitration Agreement provides that the Federal Arbitration Act applies to the Customer Agreement and that disputes between the parties will be resolved only by arbitration.

Verizon provided Plaintiff written notice of the dispute at least 30 days in advance of this Motion to Compel Arbitration and notified Plaintiff that Verizon intended to initiate arbitration by filing this Motion in compliance with the Arbitration Agreement.

Therefore, by virtue of the provisions of the Arbitration Agreement and this Motion, Plaintiff's claims can no longer proceed in this forum, and as set out in Defendant's Brief in Support of this motion, this dispute should be compelled to arbitration.

## **II.**

### **MOTION TO STAY PROCEEDINGS PENDING COMPLETION OF ARBITRATION**

In addition, this action should be stayed pending completion of the arbitration, as provided by Section 3 of the Federal Arbitration Act ("FAA"). Because Plaintiff's claims are subject to arbitration, the Court must stay all proceedings pending the completion of that arbitration. Further, the stay of court proceedings pending completion of arbitration is a mandatory requirement under Section 3 of the FAA. Therefore, the claims asserted against

Verizon should be stayed pending the completion of arbitration.

**III.**  
**CONCLUSION**

For the reasons set out in this motion and discussed more fully in the brief in support, Verizon respectfully requests that the Court grant its Motion to Compel Arbitration and Stay Proceedings Pending Completion of Arbitration.

Dated: September 13, 2019

Respectfully Submitted,

**LEWIS BRISBOIS BISGAARD & SMITH, LLP**

By: /s/ Lindsay B. Nickle

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**ATTORNEYS FOR VERIZON DEFENDANTS**

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on September 13, 2019, Defendants' Brief in Support of Defendants' Motion to Compel Arbitration and to Stay Proceedings Pending Completion of Arbitration was served by electronic filing on all parties of record:

/s/ Lindsay B. Nickle

Lindsay B. Nickle

**CERTIFICATE OF CONFERENCE**

On September 13, 2019, I conferred with Laura Elkind, counsel for Plaintiff, who stated that Plaintiff is opposed to this Motion.

*/s/ Lindsay B. Nickle*

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Lindsay B. Nickle